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Security Information

Subject

LS-4094

322

1953

## OGC HAS REVIEWED.

COA/DD/P

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22 April 1953

ATTENTION :

Office of General Counsel

Payment of Transportation Costs of Certain Books  
and Lecture Notes of [REDACTED] from San  
Francisco to Washington, D. C.

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REFERENCE:

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Memorandum from Chief, Division of Near East and Africa to DD/A, subject: Storage and Transportation Expenses to [REDACTED] dated 2 March 1953, together with attendant papers, forwarded to OGC from COA/DD/P by transmittal slip, dated 10 April 1953.

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1. The referenced memorandum indicates that [REDACTED] entered on duty with the Agency, as a contract agent, at San Francisco on 29 November 1951. He served a period in training, TDY, in Washington, D. C., pending overseas assignment; was sent into the field, TDY, on an exploratory trip; reverted to TDY, Washington; and was later terminated on 29 August 1952. Prior to coming to Washington in November 1951, he stored certain books and lecture notes in San Francisco which he now needs as support for possible lecture jobs.

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2. In support of the claim presented by the Division on behalf, it is pointed out that although no provision was made in his contract for the subject shipment,

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a. The Case Officer on project [REDACTED], acting on the assumption by the Branch that [REDACTED] would return to the field on PCS following an exploratory trip to the field, informed him that the Agency would ship the material to him and would pay the storage and shipping charges; and

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b. At the time of notification of termination [REDACTED] was informed that he and his family could be returned to their point of origin (California) at Government expense. This offer was refused by [REDACTED] for stated personal reasons. In consequence, it is pointed out, that [REDACTED] has an ethical argument in requesting payment inasmuch as the Agency did not pay for his and his family's return passage to San Francisco.

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3. Although no provision was made in the contract for the return transportation, it is assumed for the purpose of discussion in this paper that such a commitment could have been validated. It is also noted that although cost of storage of the

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goods in California is mentioned, the recommendation for approval made by the Division extends only to shipping costs and the tax thereon.

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4. With reference to the commitment made by the Case Officer that the goods would be shipped to [REDACTED] at Agency expense, continued employment of [REDACTED] by the Agency, was implicit. Upon termination of employment, all legal and moral obligations of the Agency arising out of the promise were terminated.

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5. As for the computed benefit to the Agency arising from [REDACTED] failure to accept transportation back to San Francisco, it is equally invalid in support of a claim for transportation of goods at this date from San Francisco to Washington. Any right he may have had to transportation costs for these goods to his overseas post having terminated, it may not be substituted in place of another unrelated travel benefit that was refused.

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OGC/JOO:apf

Distribution:

Orig - Addressee

5 - OGC

1 - Special Contracting Officer

1 - [REDACTED]

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